

**BEFORE THE  
U.S. DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.**

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	)	
PHENIX JET CAYMAN SEZC	)	
	)	Docket No. OST-2022-_____
for an exemption under 49 U.S.C. § 40109 and	)	
a foreign air carrier permit pursuant to	)	
49 U.S.C. § 41301	)	
	)	
(UK-U.S. Charters)	)	
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**APPLICATION OF PHENIX JET CAYMAN SEZC  
FOR AN EXEMPTION AND FOREIGN AIR CARRIER PERMIT**

Communications with respect to this document should be addressed to:

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PILLSBURY WINTHROP SHAW  
PITTMAN LLP  
1200 Seventeenth Street, N.W.  
Washington, D.C. 20036  
Tel: +1-202-663-8000  
E-mail: romanow@pillsburylaw.com

March 22, 2022

*Counsel for PHENIX JET CAYMAN SEZC*

**NOTE:** Any person may support or oppose this application by filing an answer and serving a copy of the answer on counsel for Phenix Jet Cayman SEZC. Answers to the foreign air carrier permit application are due on or before April 12, 2022. Answers to the exemption application are due on or before April 6, 2022, 2021. Phenix Jet Cayman SEZC intends to poll on this application and will advise the Department of the results.

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**APPLICATION OF PHENIX JET CAYMAN SEZC  
FOR AN EXEMPTION AND FOREIGN AIR CARRIER PERMIT**

Pursuant to 49 U.S.C. §§ 40109 and 41301, Part 211 of the U.S. Department of Transportation’s economic regulations, and the Department’s rules of practice, Phenix Jet Cayman SEZC (“Phenix Jet Cayman”), a foreign air carrier of the Cayman Islands and the United Kingdom, hereby applies for exemption authority and a foreign air carrier permit to conduct foreign charter air transportation of persons, property, and mail, between a point or points in the United Kingdom and a point or points in the United States to the full extent allowed under the Air Transport Agreement between the United States and the United Kingdom, of 2020<sup>1</sup> as more fully described herein.

Consistent with the Department’s notice of August 23, 2005 for the streamlining of regulatory procedures for licensing of U.S. and foreign air carriers<sup>2</sup>, Phenix Jet Cayman requests expedited processing of this application to allow it to begin the proposed services

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<sup>1</sup> Air Transport Agreement between the U.S. and the United Kingdom of 2020 (the “UK-U.S. Open Skies Agreement”).

<sup>2</sup> See Notice in Docket OST-2005-22228 (Aug. 23, 2005).

as soon as possible. The authority sought herein will result in increased travel choices, greater service options, and enhanced competition, thereby benefiting passengers in both the United States and the United Kingdom. The following is provided in support of this application.

1. The applicant's full name is Phenix Jet Cayman SEZC. Its principal place of business is located at 236 Washington Road, Britcay House, George Town, Grand Cayman, Cayman Islands. *211.20(a)*.
2. Consistent with rights available to carriers of both parties to the UK-U.S. Open Skies Agreement, Phenix Jet Cayman requests authority to engage in the following operations:
  - a. Foreign charter air transportation of persons, property, and mail from points behind the United Kingdom via the United Kingdom and intermediate points to any point or points in the United States and beyond; and
  - b. Other charters pursuant to the prior approval requirements set forth in part 212 of the Department's economic regulations. *211.20(c)*.
3. Phenix Jet Cayman's Air Operator Certificate (AOC) is attached hereto as Exhibit A. *211.20(b) and (i)*.
4. Management: A summary of Phenix Jet Cayman's management is attached hereto as Exhibit B. *211.20(d)*
5. Statement of Ownership: Information on the ownership of Phenix Jet Cayman is attached hereto as Exhibit C.
6. Phenix Jet Cayman respectfully requests a waiver of the Department's ownership and control requirements. The Department has given favorable consideration to such waiver requests where nothing in the ownership and control would be inimical to U.S. aviation policy or interests. This is clearly the case here given U.S. and

- Japanese (open skies partner) interests in Phenix Jet Cayman and is consistent with prior Department actions for UK carriers.<sup>3</sup>
7. Phenix Jet Cayman's insurance meets the minimum requirements specified in 14 C.F.R. 205. A copy of OST Form 6411, Foreign Air Carriers—Certificate of Insurance is attached hereto as Exhibit D. 211.20(h).
  8. A copy of OST Form 4523, Waiver of Warsaw Convention Liability Limits is attached hereto as Exhibit E. 211.20(t).
  9. Operating History: Exhibit F provides additional background information on Phenix Jet Cayman and its operations. 211.20(j)
  10. Fleet Composition: Phenix Jet Cayman's fleet is described in more detail in Exhibit G. 211.20(k)
  11. Maintenance: Phenix Jet Cayman's base and line maintenance services are provided in Tokyo, Japan and are performed by Phenix Jet International. Phenix Jet Cayman's maintenance program complies with the provisions of the ICAO Pilots and Airmen Annexes I, 6 (Part I), and 7. 211.20(l)
  12. Agreements: Except as set forth in Exhibit F, no cooperative arrangements or other agreements between Phenix Jet Cayman and any U.S. or foreign air carrier would affect the services that Phenix Jet Cayman proposes in this application. 211.20(m)
  13. The required financial information is being submitted under confidential seal to the Department in accordance with Rule 12. CFR 211.20(n)

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<sup>3</sup> *Application of Aer Lingus (U.K.) Limited*, Order 2021-9-1; *Application of Flexjet Operations Limited*, Order 2021-3-26; *Application of European Cargo Limited*, Order 2021-10-5; *Application of GAMA Aviation (Cayman) SEZC*, Order 2021-11-18; *Application of Longtail Aviation Ltd.*, Order 2021-2-4; *Application of Royal Jet Bermuda*, Order 2021-12-5.

14. Phenix Jet Cayman receives no financial assistance from the Government of the Cayman Islands.
15. Given that Phenix Jet Cayman proposes in this application to only conduct ad hoc charters, which vary depending on seasonal and charterer demand, it respectfully submits that an estimate of traffic and financial results for the first year of service is not necessary. *211.20(p)*
16. Phenix Jet Cayman will submit its Family Assistance Plan to the National Transportation Safety Board. A copy is attached hereto as Exhibit H.
17. Summary of Passenger Manifest Information Collection Procedures is attached as Exhibit I.
18. Fuel Consumption: The operations proposed by Phenix Jet Cayman will not result in a near term increase in fuel consumption of ten million gallons or more. Consequently, grant of the authority requested herein will not constitute a “major regulatory action” under the Energy Policy and Conservation Act of 1975, as defined in 14 C.F.R. § 313.4 (a)(1).
19. Phenix Jet Cayman is already known to the Department and currently holds a Special Authorization granted under 14 C.F.R. § 375.70 and is attached hereto as Exhibit J.
20. The verification required by 14 C.F.R. § 302.4(b) is attached hereto as Exhibit K.
21. Phenix Jet Cayman will be working with the FAA International Field Office in Miami to obtain its Part 129 Op Specs as quickly as possible.
22. As demonstrated by the information provided herein, Phenix Jet Cayman is fully qualified to operate the services for which authority is requested; grant of the

requested authority is consistent with the UK-U.S. Open Skies Agreement and will therefore serve the public interest.<sup>4</sup>

WHEREFORE, for the foregoing reasons, Phenix Jet Cayman respectfully requests that the Department issue an exemption and foreign air carrier permit authorizing it to engage in foreign charter air transportation of persons, property, and mail to the full extent allowed under the UK-U.S. Open Skies Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Josh Romanow", with a long horizontal flourish extending to the right.

Josh Romanow  
PILLSBURY WINTHROP SHAW  
PITTMAN LLP  
1200 Seventeenth Street, N.W.  
Washington, D.C. 20036  
Tel: +1-202-663-8000  
E-mail: romanow@pillsburylaw.com

*Counsel for Phenix Jet Cayman SEZC*

March 22, 2022

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<sup>4</sup> See S. REP. NO. 96-329, at 4 (1979), reprinted in 1980 U.S.C.C.A.N. 54, 57 (“[T]he negotiation of a bilateral agreement itself represents a determination by the Government of the United States that the grant of route authority provided for under the bilateral is in the ‘public interest.’”).

## CERTIFICATE OF SERVICE

The undersigned certifies that on March 22, 2022 the application of Phenix Jet Cayman SEZC for Exemption and Foreign Air Carrier Permit, was served by electronic mail on the individuals identified below:

Robert Wirick  
John Williams  
American Airlines  
[robert.wirick@aa.com](mailto:robert.wirick@aa.com)  
[john.b.williams@aa.com](mailto:john.b.williams@aa.com)

Steve Morrissey  
Dan Weiss  
Amna Arshad  
United Air Lines  
[steve.morrissey@united.com](mailto:steve.morrissey@united.com)  
[dan.weiss@united.com](mailto:dan.weiss@united.com)  
[amna.arshad@freshfields.com](mailto:amna.arshad@freshfields.com)

Chris Walker  
Steven Seiden  
Delta Air Lines  
[chris.walker@delta.com](mailto:chris.walker@delta.com)  
[steven.seiden@delta.com](mailto:steven.seiden@delta.com)

Robert Land  
Reese Davidson  
JetBlue  
[robert.land@jetblue.com](mailto:robert.land@jetblue.com)  
[reese.davidson@jetblue.com](mailto:reese.davidson@jetblue.com)

Robert Kneisley  
Leslie Abbott  
Southwest  
[bob.kneisley@wnco.com](mailto:bob.kneisley@wnco.com)  
[leslie.abbatt@wnco.com](mailto:leslie.abbatt@wnco.com)

Eric Levenhagen  
[eric.levenhagen@suncountry.com](mailto:eric.levenhagen@suncountry.com)

Paul H. Doell  
National Air Carrier Association  
[pdoell@naca.cc](mailto:pdoell@naca.cc)

George Kopcsay  
Keinan Meginniss  
Atlas Air Inc.  
[george.kopcsay@atlasair.com](mailto:george.kopcsay@atlasair.com)  
[Keinan.meginniss@atlasair.com](mailto:Keinan.meginniss@atlasair.com)

John S. Duncan  
Federal Aviation Administration  
[john.s.duncan@faa.gov](mailto:john.s.duncan@faa.gov)

Robert Finamore  
Joseph Landart  
Department of Transportation  
[robert.finamore@dot.gov](mailto:robert.finamore@dot.gov)  
[joseph.landart@dot.gov](mailto:joseph.landart@dot.gov)

*/s/Melinda A. Hernandez*  
Melinda A. Hernandez

## **TABLE OF EXHIBITS**

Exhibit A	Air Operator Certificate (AOC)
Exhibit B	Management & Key Personnel
Exhibit C	Statement of Ownership
Exhibit D	OST Form 6411, Foreign Air Carriers—Certificate of Insurance
Exhibit E	OST Form 4523, Waiver of Warsaw Convention Liability Limits
Exhibit F	Background, Operations and International Route Structure
Exhibit G	List of Aircraft
Exhibit H	Foreign Air Carrier Family Support Act Plan
Exhibit I	Passenger Manifest Collection Procedures
Exhibit J	Special Authorization
Exhibit K	Verification



**EXHIBIT A**

**AIR OPERATOR CERTIFICATE**

**(Attached.)**



CIVIL AVIATION AUTHORITY  
OF THE CAYMAN ISLANDS

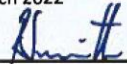
## AIR OPERATOR CERTIFICATE

	<b>Cayman Islands</b>	
	<b>Civil Aviation Authority</b>	
<b>AOC Number</b> AOC-3108  <b>Expiry Date</b> 31 Dec 2022	<p>This Air Operator Certificate (AOC) is issued to:</p> <p><b>PHENIX JET CAYMAN SEZC</b></p> <p>Address: BritCay House 236 Washington Road George Town, Grand Cayman Cayman Islands</p> <p>Email: <a href="mailto:asvoboda@phenixjet.com.ky">asvoboda@phenixjet.com.ky</a></p>	<p><b>Operational Points of Contact</b></p> <p>Contact details, at which operational management can be contacted without undue delay, are listed in the Special Conditions, page 4.</p> <p>Phone: +1-800-679-3261</p>
<p>This certificate certifies that <b>PHENIX JET CAYMAN SEZC</b> is authorised to perform commercial air operations, as defined in the attached operations specifications, in accordance with the Operations Manual and AN(OT)O 2013, as amended.</p>		
<b>Date of issue</b> 16 March 2022	<p>Name: <b>P. H. Richard Smith, MBE, FRAes</b> Signature: </p> <p>Title: <b>Director-General</b> <b>Civil Aviation Authority of the Cayman Islands</b></p>	

Civil Aviation Authority of the Cayman Islands  
205 Owen Roberts Drive, P.O. Box 10277, Grand Cayman KY1-1003, CAYMAN ISLANDS  
Ph: (345) 949-7811; Fax: (345) 949-0761  
[www.caacayman.com](http://www.caacayman.com); Email: [civil.aviation@caacayman.com](mailto:civil.aviation@caacayman.com)



CIVIL AVIATION AUTHORITY  
OF THE CAYMAN ISLANDS

OPERATIONS SPECIFICATIONS					
(subject to the approved conditions in the Operations Manual)					
Civil Aviation Authority of the Cayman Islands					
205 Owen Roberts Drive, P.O. Box 10277, Grand Cayman KY1-1003, Cayman Islands					
Phone: (345) 949-7811		Fax: (345) 949-0671		Email: <a href="mailto:civil.aviation@caacayman.com">civil.aviation@caacayman.com</a>	
AOC Number: AOC-3108		PHENIX JET CAYMAN SEZC		Date: 16 March 2022	
				Signature: 	
Type of operation: Commercial Air Transportation					
Special Limitations: NIL					
Manufacturer	Type	Model	Passenger	Cargo	Registration Marks
Boeing	B737	737-7ZH	YES	NO	VP-CTT
Bombardier Inc.	Global 7500	BD-700-2A12	YES	NO	VP-CSY
Bombardier Inc.	Global 6000	BD-700-1A10	YES	NO	VP-COP
Textron Aviation Inc.	CE-525	525C	YES	NO	VP-CWL
Area of operations:		WORLDWIDE			
Special Limitations:		Nil			
Special Authorizations		YES	NO	Specific Approvals	
Dangerous Goods		YES	NO	Remarks	
LVO – Take-Off Take-Off Minima – reported visibility RVR 500' - Aeroplanes		YES		RVR: 500ft	All Aircraft
RVSM		YES			All Aircraft
NAT HLA (MNPS)		YES			All Aircraft
EDTO		YES		Up to 180 minutes	B737 VP-CTT, GLOBAL 7500 VP-CSY, GLOBAL 6000 VP-COP
				Up to 60 minutes	CE-525 VP-CWL
Continuing Airworthiness		YES		Phenix Jet Hong Kong OTAR Part 39	078B-CAY-CAMO-2018
Aircraft Maintenance Organisation Approval		YES		Phenix Jet International OTAR Part 145	031B-CAY-AMO-2019
Aircraft Maintenance Programme		YES		Operator Reference: AMP/BOIENG737/38751/PJC/O AMP/C525C-0309/PJC/O AMP/Global6000/9706/PJC/O AMP/Global 7500/70041/PJC/O	Approval Reference: 2094-CTT-MPA 1959-CWL-MPA 1962-COP-MPA 1916-CSY-MPA
Navigations Specifications for PBN Operations		YES		RNP Approach, 0.3 RNP, Missed Approach 1.0, RNP-1, RNP-2 Oceanic/Remote and Continental, RNP-4, RNP 5, RNP 10, RNAV 1, RNAV 2, RNAV 5, RNAV 10, LPV LNAV/VNAV LNAV, ADS-B, ADS-C, CPDLC, FANS 1A	B737 VP-CTT GLOBAL 7500 VP-CSY GLOBAL 6000 VP-COP

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[www.caacayman.com](http://www.caacayman.com); Email: [civil.aviation@caacayman.com](mailto:civil.aviation@caacayman.com)


			RNP Approach, 0.3 RNP, Missed Approach 1.0 RNP-1, RNP-2 Oceanic/Remote and Continental, RNP-4, RNP 5, RNP 10, RNAV 1, RNAV 2, RNAV 5, RNAV 10, LPV LNAV/VNAV LNAV, ADS-B, CPDLC, FANS 1A	CE-525 VP-CWL
<b>Special Areas of Operation</b>	YES		Operations in the Area of Magnetic Unreliability (AMU), Polar Regions; Arctic and Antarctic, Class 1 and Class 2 navigation	B737 VP-CTT, GLOBAL 7500 VP-CSY, GLOBAL 6000 VP-COP  In accordance with Phenix Jet Operations Manual
<b>Sub Bases</b>		NO		
<b>Others</b>		NO		

Civil Aviation Authority of the Cayman Islands  
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Ph: (345) 949-7811; Fax: (345) 949-0761  
[www.caacayman.com](http://www.caacayman.com); Email: [civil.aviation@caacayman.com](mailto:civil.aviation@caacayman.com)





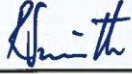
CIVIL AVIATION AUTHORITY  
OF THE CAYMAN ISLANDS

<b>GENERAL CONDITIONS</b> (subject to the approved conditions in the Operations Manual)		
Civil Aviation Authority of the Cayman Islands 205 Owen Roberts Drive, P.O. Box 10277, Grand Cayman KY1-1003, Cayman Islands Phone: (345) 949-7811 Fax: (345) 949-0671 Email: <a href="mailto:civil.aviation@caacayman.com">civil.aviation@caacayman.com</a>		
<b>AOC Number:</b> AOC-3108	<b>PHENIX JET CAYMAN SEZC</b>	<b>Date:</b> 16 March 2022 <b>Signature:</b> 
A1. Any person authorised by the Director-General of Civil Aviation in that regard shall have access to any premises in the occupation or control of the holder of this Certificate for examining the premises and any document, equipment, tools, material or other things of whatsoever nature, relating to the operation of aircraft thereunder kept or used or intended to be used in connection with the operation of the aircraft.		
A2. Any person authorised by the Director-General of Civil Aviation in that regard shall be permitted at any time to board and fly in the aircraft operated under this certificate, and to enter and remain on the flight deck; provided that the commander of the aircraft may refuse access to the flight deck if, in his opinion, the safety of the aircraft would thereby be endangered.		
A3. Any person appointed by the Director-General of Civil Aviation in that regard shall be permitted to board and fly in any aircraft in which any person is given a periodical test by or on behalf of the holder of this certificate. The appointed person shall be permitted to witness and test and may for that purpose enter and remain on the flight deck; provided that the commander of the aircraft may refuse access to the flight deck if, in his opinion, the safety of the aircraft would thereby be endangered.		
A4. The holder of this certificate shall furnish to the Director-General of Civil Aviation a copy of every operations manual and of all other written instructions to his operating staff, for the time being in effect concerning the operation of the aircraft under this certificate.		
A5. Every flight under this certificate shall be conducted in accordance with the provisions of the aforesaid operations manual and instructions.		
A6. The holder of this certificate shall give to the Director-General of Civil Aviation not less than 28 days notice in writing of any intended change in the employment or cessation of the employment of a Contractor to maintain any of the aircraft or any part of its equipment, including its radio station, or any intended change in the duties of the Contractor in that regard.		
A7. The holder of this certificate shall conduct a safe operation.		

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[www.caacayman.com](http://www.caacayman.com); Email: [civil.aviation@caacayman.com](mailto:civil.aviation@caacayman.com)



CIVIL AVIATION AUTHORITY  
OF THE CAYMAN ISLANDS

<b>SPECIAL CONDITIONS</b> (subject to the approved conditions in the Operations Manual)		
Civil Aviation Authority of the Cayman Islands 205 Owen Roberts Drive, P.O. Box 10277, Grand Cayman KY1-1003, Cayman Islands Phone: (345) 949-7811 Fax: (345) 949-0671 Email: <a href="mailto:civil.aviation@caacayman.com">civil.aviation@caacayman.com</a>		
<b>AOC Number:</b> AOC-3108	<b>PHENIX JET CAYMAN SEZC</b>	<b>Date:</b> 16 March 2022 <b>Signature:</b> 
B1. The holder of this certificate shall give to the Director-General of Civil Aviation not less than 14 days notice in writing of the intended abolition of any of the following posts, or any change in the person holding the post, or in his duties:		
<b>Accountable Manager</b> <b>Capt. Andrew SVOBODA</b> Phone: +345-945-3722 Toll Free: +1-800-679-3261 Email: <a href="mailto:asvoboda@phenixjet.com.ky">asvoboda@phenixjet.com.ky</a>		
<b>Manager of Flight Operations and Training</b> <b>Capt. Daniel KING</b> Phone: +345-945-3722 Toll Free: +1-800-679-3261 Email: <a href="mailto:dking@phenixjet.com.ky">dking@phenixjet.com.ky</a>		
<b>Continuous Airworthiness Manager</b> <b>Mr. Mathias RAUCH</b> Phone: +852-9501-5519 Mobile: +852-5500-0383 Email: <a href="mailto:mrauch@phenixjet.com.ky">mrauch@phenixjet.com.ky</a>		
<b>Director of Safety &amp; Security</b> <b>Ms. Jackie HUNG</b> Phone: +345-945-3722 Toll Free: +1-800-679-3261 Email: <a href="mailto:jhung@phenixjet.com.ky">jhung@phenixjet.com.ky</a>		
<b>Cayman Operations Manager</b> <b>Capt. Charles SAVAGE</b> Phone: +345-325-2777 Toll Free: +1-800-679-3261 Email: <a href="mailto:csavage@phenixjet.com.ky">csavage@phenixjet.com.ky</a>		
B2. Maintenance to the aircraft shall be carried out in accordance with the Maintenance Programme Approved by the Director-General of Civil Aviation.		

## EXHIBIT B

### MANAGEMENT & KEY PERSONNEL

Name: Andrew Svoboda  
Title: Accountable Manager  
Business Address: 236 Washington Road, Britcay House  
George Town, Grand Cayman, Cayman Islands  
Phone Number: +1-307-220-4635  
Citizenship: United States  
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Daniel King  
Title: Manager of Flight Operations & Training  
Business Address: 236 Washington Road, Britcay House  
George Town, Grand Cayman, Cayman Islands  
Phone Number: +1-310 227 1198  
Citizenship: United States  
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Mathias Rauch  
Title: Continuous Airworthiness Manager  
Business Address: 236 Washington Road, Britcay House  
George Town, Grand Cayman, Cayman Islands  
Phone Number: +1-307 706 5741  
Citizenship: German  
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Jackie Hung  
Title: Safety, Security & Compliance Manager  
Business Address: 236 Washington Road, Britcay House  
George Town, Grand Cayman, Cayman Islands  
Phone Number: +852 55902833  
Citizenship: Chinese  
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

Name: Charles D. Savage  
Title: Cayman Operations Manager  
Business Address: 236 Washington Road, Britcay House  
George Town, Grand Cayman, Cayman Islands  
Phone Number: +345 3252777  
Citizenship: United Kingdom  
Not related by blood or marriage to any other individual(s) listed in Exhibit B.

## **EXHIBIT C**

### **STATEMENT OF OWNERSHIP**

Phenix Jet Cayman SEZC ownership allocation is as follows:

Sojitz Corporation, a Japan public company: 57% Ownership

Andrew Svoboda, a U.S. citizen, 25% Ownership

Paul Schembari, a U.S. citizen: 18% Ownership

\*All ownership documentation previously filed with the Department in application of the Special Exemption under Part 375. Ownership remains the same as submitted at that time.



**EXHIBIT D**

**OST FORM 6411 FOREIGN AIR CARRIERS—CERTIFICATE OF  
INSURANCE**

U.S. Department of  
Transportation

Office of the Secretary  
of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation Office of Aviation Analysis, X-56 400 7th Street, SW Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

OMB No. 2106-0030 Expires 9-30-07

**FOREIGN AIR CARRIERS  
CERTIFICATE OF INSURANCE  
POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY  
AND PROPERTY DAMAGE LIABILITY**

**FILING INSTRUCTIONS:** File a signed original of this form with the Federal Aviation Administrations, Air Transportation Div., AFS 260, 800 Independence Ave. S.W., Washington, D.C. 20591. (see **EXCEPTION** below.)

**EXCEPTION:** If section 2A. is filled in because the insured is a *Canadian Charter Air Taxi Operator*, file an original of this form with the U.S. Department of Transportation, Special Authorities Division (X-46), 400 7th Street, SW, Washington, D.C. 20590

(Please type information, except signatures.)

**THIS CERTIFIES THAT:** STARR INDEMNITY & LIABILITY COMPANY

(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to PHENIX JET CAYMAN SEZC

20 SOUTH SWINTON AVENUE, DELRAY BEACH, FL 33444

FAA Certificate Number AOC 3108

(Name, address and FAA Certificate number of insured U.S. Air Carrier)

effective from OCTOBER 11, 2021 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- ☒ is licensed to issue aircraft insurance policies in the United States;  
☐ is licensed or approved by the government of \_\_\_\_\_ to issue aircraft insurance policies; or  
☐ is an approved surplus line insurer in the State(s) of \_\_\_\_\_

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined in 49 U.S.C. 40102. (Complete applicable section(s) below):

**A. CANADIAN CHARTER AIR TAXI OPERATORS WITH PART 294 AUTHORITY ONLY**

The aircraft covered by this policy have: (1) 30 or fewer passenger seats or with a maximum payload capacity of 7,500 pounds or less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds). (Check separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$ 75,000	\$ 2,000,000.* (See Note)
	Passenger Bodily Injury	\$ 75,000	\$ 75,000 x 75% of total number of passenger seats installed in the aircraft.

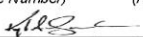
☐ Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. \_\_\_\_\_ Amount of Coverage \_\_\_\_\_ U.S. Dollars

☐ This policy covers CARGO operations only and excludes passenger liability insurance.

\* NOTE: If the aircraft covered by this policy have more than 30 passenger seats or more than a maximum payload capacity of 7,500 pounds, the minimum limit per occurrence shall be \$20,000,000.

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<b>B. U.S. COMMUTER AIR CARRIERS OR CERTIFICATED AIR CARRIERS OPERATING SMALL AIRCRAFT</b>			
The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):			
<input type="checkbox"/> Separate Coverages:		Minimum Limit	
Policy No.	Type of Liability	Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$ 300,000	\$ 2,000,000. *(See note)
	Passenger Bodily Injury	\$ 300,000	\$ 300,000 x 75% of total number of passenger seats installed in the aircraft.
<input type="checkbox"/> Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.			
Policy No.	Amount of Coverage	U.S. Dollars	
<input type="checkbox"/> This policy covers CARGO operations only and excludes passenger liability insurance.			
<b>C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT</b>			
The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):			
<input type="checkbox"/> Separate Coverages:		Minimum Limit	
Policy No.	Type of Liability	Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$ 300,000	\$ 20,000,000. *(See note)
	Passenger Bodily Injury	\$ 300,000	\$ 300,000 x 75% of total number of passenger seats installed in the aircraft.
<input checked="" type="checkbox"/> Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.			
Policy No.	1000240366-01	Amount of Coverage	\$300,000,000. U.S. Dollars
<input type="checkbox"/> This policy covers CARGO operations only and excludes passenger liability insurance.			
3. The policy or policies listed in this certificate insure(s) (Check One):		Make and Model	FAA or Foreign Flag Registration No.
<input type="checkbox"/> Operations conducted with all aircraft operated by the Insured		BOMBARDIER GLOBAL 7500	VP-CSY
<input type="checkbox"/> Operations conducted with the following types of aircraft:		BOMBARDIER GLOBAL 6000	VP-COP
<input checked="" type="checkbox"/> Operations with the following aircraft: (Use additional page if necessary)			
4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.			
STARR INDEMNITY & LIABILITY COMPANY (Name of Insurer)		3353 PEACHTREE ROAD NE, SUITE 1000 (Name of Broker, if applicable)	
(Address)		(Address)	
ATLANTA, GA , USA (City, State, Zip Code)		(City, State, Zip Code)	
KYLE SPARKS / CHIEF UNDERWRITING OFFICER Contact (person who can verify the effectiveness of the coverage)		(Officer or authorized representative)	
404-946-1400 (Area Code, Phone Number)	MARCH 9, 2022 (CK) (Area Code, FAX Number)	(Area Code, Phone Number)	(Area Code, FAX Number)
 (Signature, if applicable)		(Signature)	
(Date)		(Date)	

# EXHIBIT E

## OST FORM 4523 WAIVER OF WARSAW CONVENTION LIABILITY LIMITS



U.S. Department of Transportation  
Office of the Secretary of Transportation

Docket OST 95-236

### AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

#### "ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

\*Either alternative may be used.

(Signature and Date)

(Printed Name and Title)

(Name and Address of Carrier)

OST Form 4523 (Formerly CAB Form 263)

*[Signature]* 17 MAR 2022  
ANDREW SLOBODA CEO  
PHENIX JETCAYMAN SEBC  
236, WASHINGTON RD., GEORGETOWN,  
GRAND CAYMAN, CAYMAN ISLANDS

**EXHIBIT F**

**BACKGROUND, OPERATIONS AND  
INTERNATIONAL ROUTE STRUCTURE**

To pursue direct business aviation private charter capabilities Phenix Jet Cayman SEZC was created in early 2020 and was issued the Cayman Air Operations Certificate in mid-2020.

All of the Management personnel have been technical aviation professionals for over 20 years in various flight operations, safety and maintenance capacities.

Phenix Jet Cayman SEZC is a part of sister companies located in Guam, Tokyo, and Hong Kong all of which provide certain business aviation services such as Maintenance, Client Support, Charter Sales, and Dispatch Services. These group companies were starting in 2017 and identified the need to create in the Cayman entity and pursue the Air Operators Certificate.

Phenix Jet Cayman currently providing 4 aircrafts for chartering services that reaches worldwide cities.

# **EXHIBIT G**

## **LIST OF AIRCRAFT**

### **Exhibit G- List of Current Aircraft**

Item	Aircraft Type	Registration	Status
1	Boeing 737(BBJ)	VP-CTT	Leased
2	Global 7500	VP-CSY	Leased
3	Global 6000	VP-COP	Leased
4	Cessna CJ4	VP-CWL	Leased

### **Exhibit G- List of Planned Future Aircraft**

- 1) Dassault Falcon 900 : VP-CAY : Leased

## **EXHIBIT H**

### **Foreign Air Carrier Family Support Act Plan**

#### **1. Overview**

- 1.1. The purpose of the Phenix Jet Cayman SEZC Family Assistance Plan is to provide company personnel with the guidelines, procedures and training that will enable them to act in the best interests of the families of passengers involved in any aircraft accident involving Phenix Jet Cayman SEZC aircraft and resulting in a major loss of life, to treat survivors and families with dignity, and to respect the cultural and religious backgrounds of survivors and families.
- 1.2. This document is a part of a larger effort, which includes the National Transportation Safety Board, other government entities and appointed independent non-profit organizations, to assist survivors and families in the event of an aviation disaster.

#### **2. Pre-Response Planning**

- 2.1. In accordance with the Foreign Air Carrier Family Assistance Act of 1996 (49 U.S.C. Section 1136 & Section 41313), as amended by Vision 100 – Century of Aviation Reauthorization Act, Phenix Jet Cayman SEZC will publish this Family Assistance Plan and insert this plan into all appropriate Phenix Jet Cayman SEZC manuals.
- 2.2. The treatment of families of non-revenue passengers (and any other victim of the accident) will be the same as the treatment of the families of revenue passengers.
- 2.3. The Phenix Jet Cayman SEZC Emergency Response Team will be utilized to respond to likely needs of survivors and families.
- 2.4. Training will be based upon employee's responsibilities and Phenix Jet Cayman SEZC will provide logistical support to the Response Team.
- 2.5. Training of Family Assistance Personnel will be conducted in conjunction with Phenix Jet Cayman SEZC's training recognizing that:
  - 2.5.1. A list of trained Family Assistance Personnel will be maintained in the Phenix Jet Cayman SEZC Emergency Response Plan.

- 2.5.2. Personnel who are in public contact positions need to know how to respond to inquiries and facilitate responses to them.
- 2.5.3. Families may seek assistance from Phenix Jet Cayman SEZC at airports that are neither the origin nor the destination of the flight.
- 2.5.4. Simulations of the Plan will be held annually in addition to participation in local disaster drills.
- 2.5.5. After an aviation disaster involving a Phenix Jet Cayman SEZC aircraft, a toll-free “800” number will be published for the use of families to inquire about passengers.
- 2.5.6. It is Phenix Jet Cayman SEZC’s policy that manifest information will only be released by the designated Phenix Jet Cayman SEZC Coordinator to the proper NTSB authorities, the director of family support services designated for the accident under section 1136(a)(1), the organization designated for the accident under section 1136(a)(2); the Phenix Jet Cayman SEZC NTSB Family Assistance Coordinator, Phenix Jet Cayman SEZC’s Emergency Director or their authorized representatives. Any other release of manifest information is considered unauthorized and prohibited.
- 2.5.7. Phenix Jet Cayman SEZC will inform family members (or family friends or clergy who are with the family) at an appropriate time, but as early as possible after being notified, that it is critical that they contact their family dentist to obtain the dental records and dental x-rays of their loved one. Phenix Jet Cayman SEZC will ask the family to have the records and x-rays sent by special courier to the address of the hotel where the joint family support operations center will be located. Packages should be addressed to the Director, Family Support Services, NTSB. If the family is coming to the site the next day, the family may arrange to hand-carry these documents. If the family is already at the accident site or arrives without making these arrangements, the Disaster Mortuary Team personnel will coordinate with the family’s dentist to obtain dental records and dental x-rays.
- 2.5.8. Phenix Jet Cayman SEZC will ensure that its employees and agents receive adequate training to meet the needs of survivors and family members following an accident.

### **3. Passenger Manifest, Ticket Reconciliation and Notification**



- 3.1. In order to determine which passengers actually boarded the flight, Phenix Jet Cayman SEZC personnel immediately after the accident will begin a review of the following:
  - 3.1.1. On board Passenger Manifest.
  - 3.1.2. Standby passengers.
  - 3.1.3. Non-revenue passengers.
  - 3.1.4. Re-routed passengers.
  - 3.1.5. Passengers who cancelled their reservation.
  - 3.1.6. Jump seat riders.

This process could be delayed by persons traveling under different names.

- 3.2. Phenix Jet Cayman SEZC will release, upon request, to the NTSB Family Services Director a passenger list. This would be upon the firm understanding that the list reflects the best available information at the time of the request, that it may have inaccuracies and it may not be complete.
  - 3.2.1. All personnel involved with handling the manifest will be briefed as to the confidential/sensitive nature of this information.
  - 3.2.2. All appropriate manifest lists will be stamped “PRELIMINARY AND UNCONFIRMED” with date, time and list number.
  - 3.2.3. Phenix Jet Cayman SEZC will update the list periodically.
  - 3.2.4. Upon request, Phenix Jet Cayman SEZC will provide to the Department of State information in its possession about foreign passengers.
  - 3.2.5. Phenix Jet Cayman SEZC will coordinate as necessary with the Department of Justice for family meetings to explain Department of Justice services.
- 3.3. Notification Procedures
  - 3.3.1. As soon as information becomes available on each passenger, that passenger’s family will be notified.
    - 3.3.1.1. Notification to family members will be made prior to release of the passenger’s name to the public and, to the extent practical, in person.

- 3.3.2. Phenix Jet Cayman SEZC personnel making the notification will be suitably trained as noted in Paragraphs 2.4, 2.5 and 2.5.8 of this document.
- 3.3.3. Phenix Jet Cayman SEZC will secure a facility for family members that will insure privacy from solicitors and the media.
- 3.3.4. After coordination with NTSB, Phenix Jet Cayman SEZC will provide a joint support operations center to provide logistical support to the federal staff.
- 3.3.5. As appropriate, Phenix Jet Cayman SEZC will continually update the public on the progress of family notification.
- 3.4. Confidential/Sensitive Information
  - 3.4.1. As stated in paragraph 2.5.7 of this document, any unauthorized release of manifest information is prohibited.

#### **4. Passenger Identification**

- 4.1. Medical Examiner/Coroner
  - 4.1.1. The medical examiner or coroner is responsible for the positive identification of fatalities.
    - 4.1.1.1. If the victim has died, the medical examiner will coordinate with the Disaster Mortuary Team Commander to provide official notification of death to family.
    - 4.1.1.2. For injured passengers, the hospital is responsible for status updates and either the hospital or Phenix Jet Cayman SEZC will advise the families.

#### **5. Family Access to the Accident Site.**

- 5.1. The NTSB has accident site jurisdiction.
- 5.2. Within the limits established by the authorities, Phenix Jet Cayman SEZC will respond to family requests for access to the accident scene.
- 5.3. Phenix Jet Cayman SEZC will assist up to two members (exceptions would be made as individual cases and cultural differences would have to be considered) of the family of a passenger traveling to the location of the

accident and provide for the physical care of the family while the family is staying at such location.

5.3.1. For purposes of this plan, “Family” shall mean legal or common law spouse, parents or children of the injured/deceased. If the deceased has no Family as defined, up to two close living relatives would be considered “Family.”

5.3.2. Physical care.

5.3.2.1. Transportation to and from accident city.

5.3.2.2. Transportation to and from accident site.

5.3.2.3. Hotel accommodations at accident city for a reasonable time period.

5.3.2.4. Meal voucher during hotel stay and day of travel to and from the accident city.

## **6. Human Remains and Personal Effects**

6.1. The medical examiner is responsible for the disposition of identifiable and unidentifiable human remains.

6.2. Phenix Jet Cayman SEZC shall work with authorities to return identifiable personal effects to victim’s family rather than having Phenix Jet Cayman SEZC become a custodian of them; Phenix Jet Cayman SEZC and the authorities will work together to determine disposition of unidentifiable personal effects.

6.3. Personal effects that come into the control of Phenix Jet Cayman SEZC will be handled in the following manner after release from the NTSB:

6.3.1. Phenix Jet Cayman SEZC will consult with each family about the disposition of personal effects that are in Phenix Jet Cayman SEZC’s control.

6.3.2. Phenix Jet Cayman SEZC will return to the family, if requested, any passenger’s possession that is under the control of Phenix Jet Cayman SEZC.

6.3.3. Phenix Jet Cayman SEZC will retain for 18 months any unclaimed property of a passenger that is under Phenix Jet Cayman SEZC’s control.

6.3.4. Phenix Jet Cayman SEZC will consult with the families about the construction by Phenix Jet Cayman SEZC of any planned monument, including the inscription on it.

6.3.5. Phenix Jet Cayman SEZC will only be able to return personal effects that come into Phenix Jet Cayman SEZC's control once permission of the NTSB has been obtained as the items may have some bearing on the accident investigation.

## **7. Liability for Man-Made Structures**

7.1 In accordance with the 49 U.S.C. Section 41313(c), in the event of an accident resulting in significant damage to man-made structures or non-government-owned property on the ground, Phenix Jet Cayman SEZC shall promptly provide written notification directly to the owner of liability for any property damage and the means for obtaining compensation. Such notice shall advise the owner: (a) to contact the property insurer as the authoritative source for coverage and compensation information; (b) to not rely on unofficial information offered by Phenix Jet Cayman SEZC's representatives about compensation by Phenix Jet Cayman SEZC for accident-site property damage; and (c) to obtain detailed evidence of property damage as soon as possible following the accident, consistent with restrictions to the accident site.

## **8. Simultaneous Electronic Transmission of NTSB Hearings**

8.1 In accordance with 49 U.S.C. Section 41313(c), in the event of an accident in which the NTSB conducts a public hearing or comparable proceeding at a location more than eighty (80) miles from the accident site, Phenix Jet Cayman SEZC shall ensure the proceeding is made available simultaneously by electronic means at a location open to the public at the origin city and destination city of the Phenix Jet Cayman SEZC flight, if that city is located in the United States.

## **9. Relationship with Designated Independent Organization**

9.1. Phenix Jet Cayman SEZC will work with the independent nonprofit organization that is designated under 49 U.S.C. Section 1136(a)(2) to provide mental health and counseling services to families.

9.1.1. Mental health services can be coordinated on a local basis through the nonprofit organization or these services can be brought in from

another city where the airline may have a Mental Health Professional on retainer.

9.1.2. Should long-term counseling be required, Phenix Jet Cayman SEZC will coordinate with the nonprofit organization appointed by the NTSB, the family and the company providing the service.

9.2. Phenix Jet Cayman SEZC will develop a procedure to pay reasonable compensation to the NTSB-designated independent non-profit organization as required by 49 U.S.C. Section 41313(C)(11) where the nature and scope of its work and the kind of costs to be incurred have been discussed and agreed in advance.

9.3. Phenix Jet Cayman SEZC will coordinate with family members as to their need for American Red Cross for assistance.

9.4. Phenix Jet Cayman SEZC will participate in the daily coordination meetings to review daily activities, resolve problem areas, and to synchronize future family support operations and activities.

#### **10. Third Party Service Provider**

10.1 In order to fulfill its obligations under this Plan, Phenix Jet Cayman SEZC may contract with third party service providers who specialize in aviation disaster response services. Phenix Jet Cayman SEZC will work with any such third party service provider to carry out the responsibilities undertaken in this Plan.

#### **11. Filing of this document with NTSB and DOT**

11.1 Pursuant with the Foreign Air Carrier Family Assistance Act of 1996, 49 U.S.C. Section 41313(b), this document will be filed with the National Transportation Safety Board and the Department of Transportation.

#### **12. Revisions and Code-Share Agreements**

12.1. Phenix Jet Cayman SEZC reserves the right to introduce changes to this plan from time to time.

12.2. Phenix Jet Cayman SEZC does not presently have an approved code-share arrangement with any United States carrier. If Phenix Jet Cayman SEZC were to enter into such an agreement and it were approved, Phenix Jet Cayman SEZC may revise this plan.

**13. Accidents Not Covered by this Plan**

- 13.1 Phenix Jet Cayman SEZC will consult with the NTSB and the Department of State if it voluntarily provides assistance to U.S. citizens in the United States with respect to accidents outside the United States not covered by this plan involving loss of life.

**14. Emergency Contact Information**

- 14.1 Phenix Jet Cayman SEZC's 24-hour, 365 days a year contact is located in Hong Kong. Any agent of the U.S. government may contact operations center personnel at any time by dialing +85224020538. The telephone numbers have been submitted to the NTSB and can be used by the NTSB 24 hours per day, seven days per week.

# **EXHIBIT I**

## **SUMMARY OF 14 C.F.R. 243 PROCEDURES (PASSENGER MANIFEST COLLECTION PROCEDURES)**

### **PHENIX JET CAYMAN SEZC**

#### **Introduction**

This summary is submitted by Phenix Jet Cayman SEZC to the U.S. Department of Transportation in accordance with 14 C.F.R. Part 243.

#### **Summary of Procedures**

For each covered flight segment, Phenix Jet Cayman SEZC shall collect, or cause to be collected, the full name of each passenger who is a U.S. citizen. Any U.S. citizen who does not provide this information will not be permitted to board.

Phenix Jet Cayman SEZC will request an emergency contact telephone number and name from U.S. citizen passengers. As the provision of this information is voluntary, Phenix Jet Cayman SEZC will not deny boarding to any passenger who refuses to provide it.

Phenix Jet Cayman SEZC shall store the information collected pursuant to the above procedures until passengers on the covered flight segment disembark. This information will be kept confidential and will not be used for purposes other than those described herein or disclosed to any entity except as required and permitted by law.

In the event of an aviation disaster, Phenix Jet Cayman SEZC shall contact the Managing Director of Overseas Citizen Services, Bureau of Consular Affairs, U.S. State Department, by telephone. Not later than three hours after confirmation of such a disaster, Phenix Jet Cayman SEZC shall transmit to the U.S. State Department and, upon request, the National Transportation Safety Board, the information collected in accordance with these procedures.

#### **24 Hour Contact Information**

Phenix Jet Cayman SEZC's 24-hour, 365 days a year contact is located in Hong Kong. Any agent of the U.S. government may contact operations center personnel at any time by dialing +85224020538. The telephone numbers have been submitted to the NTSB and can be used by the NTSB 24 hours per day, seven days per week.

## **EXHIBIT J**

### **SPECIAL AUTHORIZATION**





**U.S. Department of  
Transportation**  
Office of the Secretary  
of Transportation

1200 New Jersey Ave., S.E.  
Washington, D.C. 20590

Ms. Jackie Hung  
Phenix Jet Cayman SEZC  
236 Washington Road  
Britcay House  
George Town, Grand Cayman  
Cayman Islands

Issue Date: March 17, 2022

Authority Expires: December 17, 2022

*Robert J. Finamore*  
For Director, Office of International Aviation

### AMENDED SPECIAL AUTHORIZATION<sup>1</sup>

Effective March 17, 2022, and terminating December 17, 2022, permission is granted under 14 CFR §375.70 of the Department's regulations to Phenix Jet Cayman SEZC foreign civil aircraft operator of the United Kingdom/Cayman Islands, to the extent necessary to permit it to conduct up to twelve round-trip or one-way payload charter flights, carrying passengers, between a point or points outside the United States and a point or points in the United States, using the following aircraft:

<u>Make</u>	<u>Model</u>	<u>Registration Number</u>
Boeing	B737-7ZH	VP-CTT
Bombardier	Global 7500 BD-700-2A12	VP-CSY
Bombardier	Global 7500 BD-700-1A10	VP-COP
Citation	CE-525	VP-CWL

This Special Authorization is subject to the following conditions:

(1) For any charter flight the operator conducts under this authority between a point or points in its homeland and a point or points in the United States, the operator must notify the Department,

<sup>1</sup> This action amends special authorization granted to the operator on December 15, 2021, to the extent necessary to add aircraft VP-CTT and remove aircraft VP-CTG. It does not authorize the conduct of any additional flights beyond the total of 12 that were previously granted for the overall duration of December 17, 2021-December 17, 2022.

in writing (by letter, fax (202-366-3694), or email) of the specific routing of that flight no later than five business days after the operation of the flight.<sup>2</sup>

(2) For any charter flight the operator proposes to conduct under this authority between a point or points not in its homeland and a point or points in the United States, the operator must notify the Department (by letter, fax, or email) of the specific routing of each flight it proposes to conduct at least three business days before the planned departure of that flight. The Department reserves the right to withhold or withdraw approval as to a specific flight if it determines that the conduct of a flight by the operator in a proposed city-pair market would not be in the public interest.

(3) If the operator desires to conduct a flight, or to change the routing of an existing flight for which it provided notice, fewer than three business days before its planned departure, it may, upon a showing of good cause, request a waiver of this three-day pre-notification requirement. The operator must also advise the Department (by letter, fax, or email) if it does not actually conduct a flight for which it provided notice.

(4) The operator must also comply with (1) all applicable requirements of 14 CFR Part 375; (2) all applicable requirements of the Federal Aviation Administration contained in the Federal Aviation Regulations and all applicable orders of the FAA; and (3) all applicable ICAO standards set forth in the following Annexes: Annex 1, Personnel Licensing; Annex 6 part 1, Operations of Aircraft; and Annex 8, Airworthiness of Aircraft. For further information on FAA requirements, the operator should contact the FAA's Flight Standards Service in Washington, D.C. at (202) 267-0962.

(5) The operator must also comply with all applicable U.S. Government requirements concerning security. Prior to conducting any charter flight, the operator must contact the TSA to ensure that its operations meet all applicable security requirements, including the requirement that TSA has determined that security at the operator's last point of departure for the United States is adequate to allow such airport(s) to be served. The TSA point of contact is Ms. Debra Henninger, and she can be contacted at (202) 531-7975.

(6) The operator must also carry on board its aircraft a copy of this special authorization. In addition, the operator must comply with the: 1) the October 25, 2021, Presidential Proclamation on Advancing the Safe Resumption of Global Travel During the COVID-19 Pandemic, and/or any other applicable proclamation; and 2) all existing and prospective orders and/or guidance set forth by the Department of Homeland Security and its aligned agencies, the Department of Health and Human Services and its aligned agencies, and/or that of any other U.S. Government agencies as regards Coronavirus or other travel restrictions or limitations.

In view of the above and acting under authority assigned by the Department in its regulations, 14 CFR §385.13(m), we find that (1) our action is consistent with Department policy; and (2) grant of the requested Special Authorization is in the public interest. Persons entitled to petition the Department for review of this action under the Department's regulations, 14 CFR §385.30,

<sup>2</sup> This does not relieve the operator from the TSA advance flight notification requirement required by paragraph (5) below.

should file their petitions within seven days of the date of this action. This action is effective immediately, and the filing of a petition for review will not alter its effectiveness.

\*\*\*\*\*

## EXHIBIT K

### VERIFICATION

Pursuant to Title 18 United States Code Section 1001, I, Andrew Svoboda, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed or failed to disclose any material fact or made any false, fictitious, or fraudulent statement of knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the pleading. I understand that an individual who is found to have violated the provisions of 18 U.S.C. Section 1001 shall be fined or imprisoned not more than five years, or both.

Signed:



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Print Name: Andrew Svoboda

Title: Accountable Manager

Date: 17 March 2022